



AGREEMENT

between the

SANTA BARBARA CITY COLLEGE
ADVANCING LEADERSHIP ASSOCIATION

and the

SANTA BARBARA COMMUNITY
COLLEGE DISTRICT

Santa Barbara, California

July 1, 2021 - June 30, 2024

PREAMBLE

ARTICLE 1: REPRESENTATION

ARTICLE 2: TERM

ARTICLE 3: RIGHTS OF ADVANCING LEADERSHIP ASSOCIATION REPRESENTATIVES

ARTICLE 4: WAGES AND INCENTIVES

ARTICLE 5: LEAVES OF ABSENCE

ARTICLE 6: HEALTH AND WELFARE BENEFITS

ARTICLE 7: LAYOFF - CLASSIFIED MANAGERS

ARTICLE 8: BUYOUT OR NON-RENEWAL OF EMPLOYMENT - EDUCATIONAL ADMINISTRATORS

ARTICLE 9: LENGTH OF INDIVIDUAL EMPLOYMENT APPOINTMENT - EDUCATION ADMINISTRATORS AND CLASSIFIED MANAGERS

ARTICLE 10: GRIEVANCE PROCEDURE

ARTICLE 11: DISCIPLINE AND DISCHARGE

ARTICLE 12: PERSONNEL FILE

ARTICLE 13: PERFORMANCE EVALUATION AND PROGRESS REPORTS

ARTICLE 14: EARLY RETIREMENT INCENTIVE PROGRAM

ARTICLE 15: DOMESTIC PARTNER COVERAGE PROCEDURES

ARTICLE 16: RECLASSIFICATION REQUEST PROCESS AND PROCEDURE

APPENDIX A: HEALTH AND WELFARE BENEFITS

PREAMBLE

This Agreement contains the terms negotiated between the Santa Barbara Community College District and the Advancing Leadership Association concerning terms and conditions of employment for Management.

ARTICLE 1: REPRESENTATION

1.1 RECOGNITION:

- a. The Board of Trustees recognizes the Advancing Leadership Association group as the exclusive representative of those employees included in the Management Group. Membership includes Classified Managers, Classified Supervisors, and Educational Administrators, including interim and temporary Classified Managers, Classified Supervisors, and Educational Administrators during their time in those positions.
- b. Classified management members are those classified administrators who are designated as management by the District and, regardless of job description, have significant responsibilities for administering District programs other than the educational programs of the District and/or have authority to hire, transfer, suspend, recall, promote, discharge, assign, reward, or discipline other employees, or having the responsibility to assign work to and direct them, adjust their grievances, or effectively recommend such action.
- c. Educational Administrators are those who exercise direct responsibility for supervising the operation of or formulating policy regarding the instructional or student services programs of the District.
- d. Executive Vice Presidents and Vice Presidents are not included within the Advancing Leadership Association group. All Executive Directors, Directors, Deans, Controllers, Managers and select Coordinators and Supervisors, who meet the above definitions are included in the Advancing Leadership Association group.

1.2 SUPPORT OF AGREEMENT:

- a. The District and the Advancing Leadership Association group agree that it is to their mutual benefit to engage in interest-based resolution of differences through the interest-based meet and confer process. It is further agreed that the District and Advancing Leadership Association will support this Agreement during the term of the Agreement set forth in Article 2.

1.3 EFFECT OF AGREEMENT:

- a. The provisions of this Agreement constitute the full, complete and sole agreement between the Advancing Leadership Association and the District. The provisions of this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties, unless otherwise specifically provided herein, in a written signed amendment to this Agreement.
- b. The Advancing Leadership Association will meet and confer with the District in a time frame that is consistent with the District's other bargaining units.

1.4 FORMS:

- a. All forms mentioned in this Agreement are available through the Human Resources Office. All forms are subject to review and approval by the joining meet and confer team appointed by the ALA Executive Leadership.

ARTICLE 2: TERM

2.1 TERM:

- 2.1.1 The Agreement shall be in full force and effect July 1, 2020 through June 30, 2023. Except as otherwise provided, the procedures set forth herein shall be the exclusive method by which this Agreement shall be modified during its term.
- 2.1.2 This Article shall not preclude the parties from mutually agreeing, during the term of this agreement, to negotiate other matters and to modify this Agreement.

ARTICLE 3: RIGHTS OF ADVANCING LEADERSHIP ASSOCIATION REPRESENTATIVES

3.1.1 ADVANCING LEADERSHIP ASSOCIATION ACCESS

- 3.1.1.1 Authorized representatives of the Advancing Leadership Association shall be permitted to transact official business on college property and utilize District facilities at all reasonable times, provided normal room utilization procedures are followed and provided such that activities do not interfere with normal business operations.

3.1.2 INFORMATION

- 3.1.2.1 The District shall make this Agreement available by posting it on the District website with the agreements from other District labor groups.
- 3.1.2.2 The District shall provide all members with access to this Agreement within a reasonable amount of time after ratification by the Advancing Leadership Association and approval of the Board of Trustees.
- 3.1.2.3 During the term of this agreement, new management hires shall be provided access to this Agreement.
- 3.1.2.4 Any mutually agreed upon updates to provisions of this Agreement shall be communicated to the Advancing Leadership Association by the authorized representatives of the ALA within a reasonable period of time after ratification by the District and approval of the Board of Trustees.

ARTICLE 4: WAGES AND INCENTIVES

4.1 SALARY SCHEDULES

- 4.1.1 Educational Administrator: http://sbcc.edu/hr/salary_schedules_certificated.php
- 4.1.2 Classified Member: http://sbcc.edu/hr/salary_schedules_classified.php

4.2 INITIAL SALARY PLACEMENT FOR NEW MEMBERS

- 4.2.1 New members shall be placed in the salary range associated with their Classification with credit given for paid experience directly related to supervision, leadership, and related processes and procedures. One (1) month Step credit for every two (2) months of full time experience, one (1) month of Step credit for an FTE of four (4) months of part time experience (e.g., 48 months at 50% load = 24 months FTE = one (1) Step).
- 4.2.2 Credit for such experience shall be recognized only to the extent that it can be verified by Human Resources.

0-23 months	Step 1
24-47 months	Step 2
48-71 months	Step 3
72-95 months	Step 4
96-119 months	Step 5
120 months or more	Step 6

4.2.3 The newly-hired classified member will serve a 12-month probationary period to the new position. Advancement on the new salary range will occur upon successful completion of the classified probationary period, and on an annual basis thereafter until the unit member reaches the maximum salary step of the appropriate salary range.

4.3 SALARY PLACEMENT AND PROCESS RELATED TO PROMOTIONS

4.3.1 A District employee who receives a promotion to an ALA classification allocated to a higher salary range shall be placed on the new salary range with credit given for directly related paid experience pertaining to supervision, leadership, and related processes and procedures, as follows:

4.3.2 One (1) month Step credit for every two (2) months of full time experience, one (1) month of Step credit for an FTE of four (4) months of part time experience (e.g., 48 months at 50% load = 24 months FTE = one (1) Step).

4.3.3 Credit for such experience shall be recognized only to the extent that it can be verified by Human Resources.

0-23 months	Step 1
24-47 months	Step 2
48-71 months	Step 3
72-95 months	Step 4
96-119 months	Step 5
120 months or more	Step 6

4.3.3.1 Salary placements for promotions will guarantee not less than a 5% increase.

4.3.3.2 A newly promoted member may be placed on a higher step than Step 6 if necessary to effectuate the minimum 5% increase.

4.3.3.3 The classified member will serve a 6-month probationary period to the new class. Advancement on the new salary range will occur upon successful completion of the established classified probationary period, and on an annual basis thereafter until the unit member reaches the maximum salary step of the appropriate salary range.

4.3.3.4 A new anniversary date is established at the time the promotion becomes effective.

4.3.4 A permanent classified member who vacated their position to accept a probationary promotion to a higher level classification and who is rejected during the probationary period shall be reinstated to their former class of position unless the reasons for which they were terminated from the promotional position were such as to constitute cause for dismissal.

4.3.5 Appointment of a member to a position with a salary range equal to their current range shall not be considered a promotion and shall not warrant a salary increase.

4.4 SERVICE INCREMENTS

4.4.1 LONGEVITY ELIGIBILITY

4.4.1.1 In determining eligibility for a longevity career salary increment, the calculation of service to the college will include all years of regular, non-probationary service including in interim educational administrator positions. Service as adjunct faculty, part-time hourly employee, or professional expert will be excluded from this calculation.

4.4.2 TEN YEARS

4.4.2.1 A member who is employed not less than 20 hours a week, and who has served in the employ of the District for ten (10) years, shall be granted a career increment at ten years equivalent to 5.0% of the basic monthly salary to which they are entitled in their respective position, time assignment, and salary schedule classification as established by the Board of Trustees.

4.4.3 FIFTEEN YEARS

4.4.3.1 A member who is employed not less than 20 hours a week, and who has served in the employ of the District for fifteen (15) years shall be granted a career increment at fifteen years equivalent to 10.0% of the basic monthly salary to which they are entitled in their respective position, time assignment, and salary schedule classification as established by the Board of Trustees.

4.4.4 TWENTY YEARS

4.4.4.1 A member who is employed not less than 20 hours a week, and who has served in the employ of the District for twenty (20) years shall be granted a career increment at twenty years equivalent to 15.0% of the basic monthly salary to which they are entitled in their respective position, time assignment, and salary schedule classification as established by the Board of Trustees.

4.5 EDUCATION STIPEND

4.5.1 DOCTORATE

4.5.1.1 A member with an earned doctorate received from a fully accredited institution at the time of conference of degree shall receive the doctoral stipend based on 5% of class 1, step 1 on faculty Salary Table 10. The institution must have been accredited for at least five years prior to the time the doctorate was earned and received. A fully accredited institution is an institution of higher education accredited by a United States recognized regional accrediting association or the Committee of State Bar Examiners of the State Bar of California or the American Medical Association (AMA).

4.5.2 OTHER DEGREES

4.5.2.1 A member with an earned degree higher than the highest degree required for their position, received from a fully accredited institution at the time of conference of degree, shall receive the Education stipend based on 2.5% of class 1, step 1 on faculty Salary Table 10. The institution must have been accredited for at least five years prior to the time the degree was earned and received. A fully accredited institution is an institution of higher education accredited by a United States recognized regional accrediting association or the Committee of State Bar Examiners of the State Bar of California or the American Medical Association (AMA).

4.6 PROFESSIONAL GROWTH

- 4.6.1 Members are eligible to participate in the District's Management Professional Growth Program, called My MPG. Professional Growth must be submitted by the member within 2 years of completion.
- 4.6.2 Professional growth is awarded in the amount of \$250 per increment to an eligible member. Total increments shall not exceed eight (8), for a total of \$2,000. If all the criteria are met, all eight (8) increments may be earned in one year.
- 4.6.3 The deadline for consideration of additional increments is April 1 each year to be effective July 1. The increment will be based on successful completion of the incentive program requirements. Increments will be paid on a monthly basis. Please note that information relating to completed coursework must be submitted by April 1 to be effective the following July 1 of the year it is being submitted. If the April 1st deadline is missed, credit will be given effective July 1 of the following year.
- 4.6.4 No credit will be given for any professional growth activities completed prior to the employee's beginning date of employment with the District, or for activities submitted more than 24 months after completion. Coursework/activities started after the unit member's date of hire, but prior to permanency, will be counted toward an increment providing all criteria outlined are met after the probationary period has ended. Coursework submitted and approved for My MPG may not be submitted for the Management Tuition Reimbursement program. Coursework submitted and approved for the Management Tuition Reimbursement program may not be submitted for My MPG.
- 4.6.5 If a member who is being paid a professional growth increment terminates employment with the District for any reason and is subsequently re-employed, the professional growth increments to which they may previously have been entitled will be reinstated.
- 4.6.6 Professional growth increments shall be cumulative and applicable throughout all classifications of employment, and limited to no more than eight total for the duration of the member's employment with the District.
- 4.6.7 ACCEPTABLE ACTIVITIES
- 4.6.7.1 New Employee District Orientation (1 point – one-time only Credit for New Employee District Orientation)
- 4.6.7.2 Credit Courses
- 4.6.7.2.1 Credit courses are taken at an accredited college, community college, recognized trade school, or professional organizations (for example Six Sigma, etc). Semester units are equal to 1 increment point per unit. Quarter units are equal to 2/3 increment points per unit. Audited courses will not be given My MPG credit. An unofficial transcript must be submitted into My MPG to verify the satisfactory completion of all college coursework.
- 4.6.7.2.2 Coursework submitted and approved for credit may not be submitted for the Management Tuition Reimbursement program. Coursework submitted and approved for the Management Tuition Reimbursement program may not be submitted for My MPG.

4.6.7.3 Physical Education Course

- 4.6.7.3.1 (1) credit will be approved. An unofficial transcript must be submitted into My MPG to verify the satisfactory completion of all college coursework.

4.6.7.4 Continuing Education Courses/CEU's

- 4.6.7.4.1 Eligible courses are related to the employee's current job or future job assignments. Sixteen hours of coursework is equal to one point, eight hours is equal to ½ point, and four hours is equal to ¼ point.

4.6.7.5 Leadership Activities

- 4.6.7.5.1 The member must serve one full year as an ALA Representative assignment on an Educational Program/Operational committee, shared governance committee, or an elected/appointed official State, City, or local non-profit organization. Leadership credit is limited to any combination of two activities (committee, organizations) per year and must be an uncompensated position. A written letter of service from an officer of the organization is required for verification. All leadership activities submitted are subject to approval. A term is a one year commitment and three points will be earned for each year of verified membership per organization, up to nine points per year.

4.6.7.6 Conferences, Workshops and Webinars

- 4.6.7.6.1 All job related conferences, workshops, and webinars are training opportunities accepted for increments. Verification of hours in attendance for training either needs to be provided by Human Resources or the organization providing training. Increment credit is based on total hours for the training. Sixteen hours of coursework is equal to one point, eight hours is equal to ½ point, and four hours is equal to ¼ point.

4.6.7.7 CPR Certificate

- 4.6.7.7.1 For initial CPR certification one point will be awarded toward an increment. Additional increment credit will be given for CPR re-certification based upon total number of hours of instruction. Verification of hours in attendance and completion of the course are required documentation. Eight hours is equal to ½ point, and four hours is equal to ¼ point.

4.7 Coursework Reimbursement

- 4.7.1 Subject to Human Resources approval, the District will reimburse members for coursework fees up to \$2,000 per year for a maximum of 4 non-consecutive years, upon successful completion of course(s) that lead to an accredited degree with: a "C" grade or better, a pass for pass/fail courses, or a passing grade as determined by the accredited institution's grading system, to complete courses that lead to an accredited degree related to the job.
- 4.7.2 A District fund for this purpose is maintained to provide total annual expenditures from this fund, not to exceed \$30,000 annually.
- 4.7.3 With Human Resources approval, the District will provide reimbursement for tuition education expenses up to \$2,000 per member, per year. A maximum pool of \$30,000 per year is available for this purpose.

4.7.4 PROCEDURES:

- 4.7.4.1 A committee of three persons appointed by the Executive Committee of the ALA will oversee the maintenance of the reimbursement program. All funding requests will be forwarded to the Vice President of Human Resources for accounting approval.
- 4.7.4.2 Members wishing to submit reimbursement requests must do so by October 1 and for summer/fall tuition reimbursement, and by March 1 of every year for winter/spring tuition reimbursement. Note that eligible reimbursements must be for the current and the prior academic year.
- 4.7.4.3 Up to 50% of the pool (\$15,000) will be allocated in the fall, and up to 50% of the pool (\$15,000) will be allocated in the spring. If the amount of applicant's reimbursement requests exceeds the amount of money available, the available funds will be divided equally among the qualifying applicants. If the amount of applicants' reimbursement requests is less than the amount of money available for fall, excess monies can be applied to spring reimbursements, even if that results in more than 50% being disbursed in the spring. Funds are allocated per fiscal year and any unmet reimbursement will not roll over to future fiscal years. Budgeted monies for the current fiscal year have been expended.
- 4.7.4.4 Eligible members who do not receive their full \$2,000 reimbursement for the year may carry over unmet reimbursement requests for the following year.
- 4.7.4.5 A member is eligible to apply for a maximum of four nonconsecutive years of tuition reimbursement while employed by the College. Unmet carryover requests do not count toward the 4 year maximum.
- 4.7.4.6 All reimbursement requests must be for study at fully accredited institutions.
- 4.7.4.7 Appeals may be made to a committee consisting of the Executive Vice President of Educational Programs, the Vice President of Human Resources, and a representative member appointed by ALA, and the Vice President of Business Services. The decision by the appeals committee will be final.

4.8 COST OF LIVING ADJUSTMENT (COLA) AND GENERAL SALARY INCREASES

- 4.8.1 Cost of living increases and other general salary increases shall be provided to members as a "Me Too" based on negotiations from California School Employee Association (CSEA) and Faculty Association (FA). Members will not receive a lower COLA or general salary increase than other employee groups.

4.9 RECLASSIFICATION REQUIREMENTS

- 4.9.1 The annual reclassification request window will open for a full month every March, opening on the 1st and due to Human Resources by midnight on the 31st. Members shall be notified in a timely way prior to the opening of the annual window period.
 - 4.9.1.1 The request for reclassification is initiated by the member. The Vice President - Human Resources must receive a completed "Reclassification Request Form" in order for the reclassification request to be considered. Upon receipt, a copy of the employee reclassification request will be sent by Human Resources to the manager for review, input, and signature(s). Reclassification request forms received after the close of the annual window period will not be considered and will be returned to the requestor.

4.9.2 DEFINITIONS

- 4.9.2.1 “Classification” means that each position in the classified management and Educational Administrator services shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the employee in each such position, and the regular monthly salary ranges for each such position.
- 4.9.2.2 “Reclassification” means the upgrading of a position to a higher classification as a result of the gradual accretion of higher level duties and responsibilities over time (at least two years), since the creation of, or last approved, reclassification of this position.

4.9.3 ELIGIBILITY CRITERIA

- 4.9.3.1 Reclassification results from a permanent change and / or accretion in duties. Cross-training, learning new duties, or assisting other employees on an occasional basis is encouraged but is not a basis for reclassification.
- 4.9.3.2 Reclassification requests are initiated by the member.
- 4.9.3.3 Department and District reorganizations may create the need for a reclassification, however those will be conducted by the District outside of this process and under the reorganization process established by Human Resources and the District.
- 4.9.3.4 All permanent members, regardless of funding source of the position, are eligible to apply for a reclassification; temporary/interim positions are ineligible.
- 4.9.3.5 Member pay, unrelated to accretion or changes to duties, are not eligible for the Reclassification Process.
- 4.9.3.6 The position will be reviewed, not the person serving in the position. Positions are classified or certificated, incumbents are not.
- 4.9.3.7 Reclassification is not based on the quality of performance and should not be viewed as a reward for superior services, a reward for longevity or the qualifications of the incumbent. A classification structure is not intended to serve as a reward, recognition or promotional system.
- 4.9.3.8 Assuming duties on one's own authority does not constitute a basis for reclassification.
- 4.9.3.9 An increase in workload is not a basis for a reclassification.

4.9.4 EVALUATION CRITERIA

- 4.9.4.1 Reclassification requests are evaluated by three factors as defined by the Hay Method.
- 4.9.4.2 Review criteria based on the three factors: Know-How, Accountability, Problem-Solving
- 4.9.4.3 Eligible reclassifications demonstrate accretion over time.
- 4.9.4.4 Reclassification Request Forms are located on the HR website and any changes to be made to the procedure or the form must be mutually agreed upon by both the District and the ALA.

4.9.5 APPEAL PROCESS FOR DENIED RECLASSIFICATION REQUESTS

The employee may appeal the Panel decision based on the following:

- 4.9.5.1 New information is available that was not available for the original submission, that could change the outcome.
- 4.9.5.2 The panel’s decision was discriminatory, or otherwise not based on submitted information.

- 4.9.5.3 The employee may request to meet with the Panel to present their justification face-to-face or submit the appeal in writing. The decision of the appeal is final.
- 4.9.5.4 A member whose position has been reclassified is ineligible for subsequent reclassification in that position for a period of two years from the effective date of such reclassification.
- 4.9.5.5 An employee whose application for reclassification is denied is ineligible for reconsideration on the basis of the same responsibilities listed in the initial request, in the succeeding annual reclassification cycle following the denial.

4.10 INTERNAL COMPENSATION EQUITY REVIEW

4.10.1 A review of a classified or certificated members' salary may be requested by the member to the Reclassification Committee.

4.10.2 ELIGIBILITY CRITERIA

- 4.10.2.1 Definition: The salary line assigned to your position is incorrect compared to other similar positions in the District. Similar position would be within the same employee service, ie. Classified or Educational Administrator.
- 4.10.2.2 The annual equity review request window will open for a full month every March, opening on the 1st and due to Human Resources by midnight on the 31st.
- 4.10.2.3 All members, regardless of funding source of the position, are eligible to apply for an internal compensation review committee; Temporary positions and those members still within their probationary period are ineligible to apply.
- 4.10.2.4 A member whose compensation review request has been evaluated and approved for an increase will become effective following Board Approval within 90 days.
- 4.10.2.5 A member whose compensation review request has been evaluated and denied may not request another review for the same position.

4.10.3 The established "reclassification committee" will serve as the Internal Compensation Equity Review committee.

4.11 TEMPORARY PAY

- 4.11.1 Temporary Out of Class pay will be provided to members when directed to work at a higher classification for a term of 90 days to a maximum of one year. Temporary upgrade pay will be compensated at an increase of 5% of salary in their regular position. Such out of class service is not considered probationary for purposes of permanence.
- 4.11.2 Temporary upgrade pay will be provided for a workload assigned to a unit member due to the loss of an employee that adds an average of 15 or more hours of work for the unit member per week, for a term of 90 days to a maximum of one year. Temporary upgrade pay will be compensated at an increase of 2.5% of base salary.
- 4.11.3 Long-term adjustments of higher class work (in excess of one year) shall be evaluated during either a reclassification process or department/area reorganization.

ARTICLE 5: LEAVES OF ABSENCE

5.1 SICK LEAVE

- 5.1.1 At the beginning of each fiscal year, the annual amount of sick leave granted under this section shall be credited to each member, as set forth below. It is the members' responsibility to monitor their leave balances.

- 5.1.2 A full-time member will receive 96 hours of sick leave per year at a rate of equal to eight (8) hours per month.
- 5.1.3 Those members working less than full-time will receive sick leave hours at a prorated amount of sick leave.
- 5.1.4 Pay for any day of paid sick leave shall be the same as the pay which would have been received by the member had the member worked that day.
- 5.1.5 At the beginning of each fiscal year, the full amount of sick leave granted under this section shall be available to each member. Sick leave need not be accrued prior to taking such leave and such leave may be taken at any time during the year.
- 5.1.6 A new employee of the District may not use more than the proportionate amount of sick leave actually earned until the employee has reached the first day of the calendar month after completion of six (6) months of active service.
- 5.1.7 Unused sick leave may be accumulated without limit.
- 5.1.8 Upon retirement, information related to unused sick leave shall be communicated to the relevant retirement system (Cal PERS or Cal STRS) for the purpose of extending service credit. The determination of extended service credit is performed by the relevant retirement agency, not by the District.
- 5.1.9 A member who is absent for six (6) consecutive working days will be required to present a physician's statement validating the need for such leave and the anticipated date the employee is able to return to work.

5.2 EXTENDED SICK LEAVE

- 5.2.1 At the beginning of each fiscal year, each full-time member shall be credited with a total of 100 working days of paid sick leave which shall be compensated at not less than 50% of the member's regular salary. Extended sick leave provides paid leave following exhaustion of fully-paid sick leave, and may only be used for personal illness or injury. This leave may not be used for caring for dependents nor does this leave accumulate.
- 5.2.2 In accordance with Education Code Section 87780 and 88196, members are entitled to use of extended sick leave.
- 5.2.3 The amount a member is paid while such leave is running shall not exceed the member's regular pay. The use of extended sick leave must be preceded by a physician's statement validating the need for such leave and the anticipated date the member will be able to return to work.
- 5.2.4 It is the member's responsibility to notify their manager and Human Resources when intending to use extended sick leave and when that leave ends.

5.3 BEREAVEMENT LEAVE

- 5.3.1 Every member shall be granted necessary bereavement leave not to exceed five (5) days on account of the death of any member of their immediate family, as defined in 3.4. Time may be used consecutively or non-consecutively.
- 5.3.2 No deduction shall be made from the salary of a member granted a bereavement leave, nor shall such leave be deducted from any other leaves.

- 5.3.3 Additional leave for this purpose, not to exceed six (6) additional days, may be allowed for good reason. If allowed by the area Vice President, the days shall be deducted from the member's accumulated sick leave.
- 5.3.4 Members of the immediate family shall include: Parents, stepparents, grandparents, and parents in law of the member or the spouse or domestic partner of the member; Spouse or domestic partner of the member; Children, stepchildren, grandchildren, and children in law of the member; Siblings and step siblings of the member, and any other relative living in the immediate household of the member.
- 5.3.5 Verification of the bereavement leave is required. It shall be the member's responsibility to verify a bereavement leave upon return to work.

5.4 CATASTROPHIC ILLNESS LEAVE DONATION PROGRAM

5.4.1 PURPOSE

- 5.4.1.1 The purpose of this program is to allow members to donate their vested, accrued, unused sick leave to catastrophically ill or injured fellow employees (in any unit) who have completely exhausted all paid leave benefits due to their illness/injury or that of an immediate family member as defined by 3.4 in this agreement. The program is voluntary.

5.4.2 CONTRIBUTIONS

- 5.4.2.1 Consistent with the guidelines that follow, any member may donate up to five (5) days of vested and accumulated sick leave to another eligible college employee (ALA member, confidential employee, CSEA unit member or FA full time faculty member) who has suffered a long-term catastrophic illness or injury and has exhausted all available paid leave benefits due to their own illness/injury or that of an immediate family member as defined in this agreement. Donations must be for a minimum of one day (based on the donating employee's assignment). Donations are irrevocable; unused days are retained by the recipient. Employees terminating in the current fiscal year may donate up to six (6) additional days of accumulated sick leave.
- 5.4.2.2 The donating employee must, after the donation, retain a minimum of two years' worth of accumulated, unused sick leave from prior accumulations.
- 5.4.2.3 The donating employee shall execute and file with the Human Resources Department a form authorizing and irrevocably assigning the donated leave to the recipient employee.

5.4.3 ELIGIBILITY

- 5.4.3.1 Members shall be eligible to request the donation of other employees' sick leave subject to the following conditions and limitations:
- 5.4.3.2 A classified member must be a permanent employee of the college.
- 5.4.3.3 The member suffers from a non-industrial, catastrophic illness or injury (as determined by the treating medical professional) which for a period of not less than one hundred (100) work days has caused the member to be incapacitated from the performance of duty as an employee of the District, and is expected to continue to be incapacitated for an extended period of time (at least an additional 30 days).

- 5.4.3.4 Members are also eligible to request donations if an immediate family member (as defined by 3.4 in this agreement) suffers from a non-industrial, catastrophic illness or injury (as determined by the treating medical professional) which for a period of not less than one hundred (100) work days has caused the employee to be absent from the performance of duty as an employee of the District, and is expected to continue to be incapacitated for an extended period of time (at least 30 days). The member is absent due to the illness and needs of their family member, not due to their own illness or injury.
- 5.4.3.5 The member requesting donations has exhausted all of their available paid leaves, including regular and extended sick leave (1/2 pay) and vacation. Any sick leave and vacation accrued while on leave shall be used before donated leave.
- 5.4.3.6 The maximum number of donated days which may be utilized by one member for a single catastrophic illness or injury shall not exceed 125 days.
- 5.4.3.7 Each member shall be limited to one donation request per fiscal year.
- 5.4.3.8 Donations may only be accepted during a two (2) week window period, beginning when the donation request is initially made.
- 5.4.3.9 Donated leave shall be charged on the basis of hour for hour regardless of the classification family and/or salary schedule of employees donating leave and members receiving leave.

5.4.4 ADMINISTRATION

- 5.4.4.1 Applications for benefits shall be submitted to the Human Resources Department on a District form.
- 5.4.4.2 The applicant shall provide medical verification of catastrophic illness or injury, but is not required to explicitly state what the illness or injury are, from a physician before the application will be considered.
- 5.4.4.3 After verifying the employee's eligibility, Human Resources will announce a request for sick leave donations to be submitted to the payroll department during a two week window period. A District request form must be used.
- 5.4.4.4 Donated sick leave not used prior to the employee's return to service shall be retained by the recipient.
- 5.4.4.5 The recipient employee shall be solely responsible for any taxes on the hours received. Such taxes shall be withheld at the normal rate for the recipient employee. In the event the State or Federal government rules that a tax liability is due other than what was withheld, the recipient employee shall be solely liable for the additional taxes.
- 5.4.4.6 No action taken under this section shall be subject to any District grievance procedure. Employees voluntarily participating in this program shall hold the District harmless for any and all disputes arising out of this program. Use of donated sick leave is a privilege and not an entitlement.

5.5 JURY DUTY LEAVE

- 5.5.1 The District agrees to grant members called for jury duty leave of absence without loss of pay for the time the member is required to perform jury duty during the members regularly assigned working hours. Any fees received from jury service rendered during any portion of the member's regularly assigned work hours shall be submitted to the Payroll Department. Members called to jury duty service must submit proof of attendance as provided by the court in order to receive regular full pay.
- 5.5.2 Upon release from jury duty during regularly assigned hours, the member must return to work if at least four (4) hours remain in their work day, unless impractical.
- 5.5.3 Members called for jury duty shall notify their supervisor of anticipated service date(s) upon receiving the formal notice from the officer of the court.

5.6 PERSONAL NECESSITY LEAVE

- 5.6.1 A maximum of ten (10) days per fiscal year of sick leave earned pursuant to the provisions of this Agreement, may be used by the member at their election, in case of personal necessity, for any of the following:
 - 5.6.1.1 Death of a close personal friend or a member of the member's family not defined as "immediate member of the family" (section 3.4) when additional leave is required beyond that provided in the bereavement leave provisions of this Agreement.
 - 5.6.1.2 Accident involving the member person or property, or the person or property of a member of the immediate family. For purposes of this section, immediate family is defined in Section 3.4 of this Agreement.
 - 5.6.1.3 Appearance in any court or before any administrative tribunal as a litigant, party, or witness under subpoena or any order made with lawful jurisdiction. When appearance is District business, personal necessity leave is not used.
 - 5.6.1.4 When circumstances permit, members are required to request approval for use of personal necessity leave in advance from their immediate Supervisor.
 - 5.6.1.5 It shall be the member's responsibility to validate the basis of the leave, if applicable, immediately upon return.
 - 5.6.1.6 Personal necessity leave is deducted from sick leave.

5.7 MILITARY LEAVE

- 5.7.1 Members of the District shall be granted military leave to which they are entitled under applicable laws.
- 5.7.2 Members shall be required to request military leaves in writing from their Supervisors and, upon request, to supply the District with orders and status reports.

5.8 LEAVE OF ABSENCE WITHOUT PAY

- 5.8.1 The Superintendent/President may authorize a leave of absence without pay for any permanent or probationary member for a period not to exceed thirty (30) calendar days. Leaves of absence without pay in excess of thirty (30) calendar days must be approved by the Board of Trustees.

- 5.8.2 A leave of absence shall be granted only to a member who desires to return to management service after completion of the leave of absence and who, at the time the leave is granted, has a satisfactory service record as determined in the sole discretion of the Superintendent/President (for leaves that do not exceed thirty (30) calendar days) or the Board of Trustees (for leaves that exceed thirty (30) calendar days).
- 5.8.3 A leave of absence without pay may be granted to a member for any of the following reasons:
- (1) To attend school or college or to be trained to improve the quality of their service;
 - (2) If temporarily incapacitated by illness;
 - (3) If they are loaned to another governmental agency for the performance of their specific assignment; or
 - (4) or other reasons authorized by the Superintendent/President or the Board of Trustees.
- 5.8.4 Authorized leave of absence without pay in excess of thirty (30) calendar days shall not be construed as a break in service. Rights accrued at the time the leave is granted shall be retained by the member. Vacation credits, sick leave credits, increases in salary, and other similar benefits shall not accrue to a person granted such leave during the period of absence. A member returning from a leave of absence without pay shall receive the same step in the salary range they received when they began their leave of absence. Time spent on such leave without pay shall not count toward service for increases within the salary range, and the member's salary anniversary date shall be postponed one (1) calendar month for each month, or major fraction thereof, of leave taken.

5.9 VACATION

For the purpose of this section, "continuous service" shall mean employment for 10 or more calendar months of each school year. Vacation Accrual:

http://sbcc.edu/fiscalservices/payroll/files/VACATION_ACCRUAL_SCHEDULE.pdf

- 5.9.1 A new member may not take vacation until the first day of the calendar month following six months of continuous service with the District, unless the member obtains written prior approval from the member's direct supervisor to use vacation days before that time. Each regular full-time member shall be entitled to vacation leave with pay, subject to the following provisions:
- 5.9.1.1 From the employment date of full-time equivalent service, members earn 14.667 hours credit for each calendar month, or major fraction thereof, of paid employment.
 - 5.9.1.2 After the completion of seven years of full-time equivalent service, employees shall begin earning 16.00 hours of credit for each calendar month, or major fraction thereof, of paid employment.
 - 5.9.1.3 After the completion of twelve years of full-time equivalent service, employees shall begin earning 16.667 hours of credit for each calendar month, or major fraction thereof, of paid employment.
- 5.9.2 It is the policy of the District that vacation be taken annually; however, vacation credit may be accumulated to a total, as of June 30th each fiscal year, not exceeding that which the member could earn in twenty-four (24) months.
- 5.9.3 The maximum vacation balance which a member can maintain without ceasing to earn additional vacation shall be that amount of vacation an employee can accrue in

twenty-four months at their current accrual rate. Accrual will re-commence the month after the balance is reduced below the limit.

- 5.9.4 The change is contingent upon acceptance of the same terms by CSEA.
- 5.9.5 Vacations must be scheduled in advance and must be taken at times convenient to the department to which the member is assigned. Requests for vacation must be made in writing and approved by the immediate supervisor.
- 5.9.6 Any member who commences their scheduled vacation period and subsequently becomes ill or is bereaved before their vacation period has been completed shall be placed on sick leave or bereavement leave, as appropriate, under the following conditions:
 - a. If the illness or bereavement is for three (3) consecutive days or more; and
 - b. If the illness or bereavement is such that had the unit member been working, they would have been absent on sick or bereavement leave; and
 - c. If the request is filed with Human Resources within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of their return to duty unless extraordinary, extenuating circumstances exist which prevent such filing; and, if the request fully outlines the reasons for the request and is fully substantiated by verification from a medical professional in the case of illness. When all or part of a member's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the member's accrued vacation balance. If possible, they shall be granted an opportunity to consume this vacation credit in order not to exceed the limit on accrued vacation.

ARTICLE 6: HEALTH AND WELFARE BENEFITS

- 6.1 The term "Health and Welfare Benefits" includes medical, dental, vision, life and income protection (long-term disability) insurances.
- 6.2 Group members will receive Health and Welfare Benefits according to Appendix A attached hereto and under the plans described therein.
- 6.3 Participation will be available for domestic partners pursuant to Article 16.

ARTICLE 7: LAYOFF - CLASSIFIED MANAGERS

- 7.1 GROUNDS FOR CLASSIFIED MEMBER LAYOFF
 - 7.1.1 The following are grounds for layoff:
 - 1. Lack of work.
 - 2. Lack of funds.
 - 7.1.2 Layoffs will be effective at the end of a fiscal year. A classified member subject to layoff will be given at least sixty (60) day written notice before the layoff will be effective.
- 7.2 ORDER OF LAYOFF
 - 7.2.1 Whenever a classified member is laid off, the order of layoff within the class shall be determined by length of service. The member who has been employed the shortest time in the class, plus the time spent in higher classes, shall be laid off first. For purposes of this section, "length of service" shall be determined by the date a member first entered

into classified service of the District. Seniority in a particular class shall be determined by the hire date in that class. "Length of service" shall include all service in paid status including interim classified positions and military leave of absence. Before layoffs are approved and executed, Human Resources will provide a current and accurate ALA seniority list.

7.2.2 ASSIGNMENT OF DUTIES

7.2.2.1 The duties performed by any Educational Administrator or Classified Manager laid off may be assigned to any other ALA member, regardless of classification, as duties are appropriate.

7.2.2.2 TIME IN THE CLASS

7.2.2.2.1 A classified member who is changed from one job classification to another (due to promotion, reassignment, or reclassification) shall have their seniority in the new class begin on the date the new classification is Board approved.

7.2.2.2.2 Exceptions to this are where only the title has been changed, former classification has been eliminated, and in cases where demotion has occurred. In these cases, the member's seniority shall be computed from the date of their earliest entrance into the former classification.

7.2.2.2.3 For purposes of this Agreement, seniority for members who have been reclassified as a result of the implementation of the 2011 Ewing Study shall be treated in the same manner as set forth in subsection 7.3.2.2 above.

7.2.3 RIGHTS OF CLASSIFIED MEMBERS UPON LAYOFF

7.2.3.1 A reemployment list for each class subjected to layoffs will be established and maintained for at least 39 months or until exhausted, whichever is sooner.

7.2.3.2 The names of employees who are laid off will be placed on the reemployment list in accordance with length of service in the class, plus higher classes, and they shall be re-employed in accordance therewith as vacancies occur in the class for which the list has been established.

7.2.3.3 Persons on a layoff reemployment list will be re-employed over all other candidates for the position vacancy except for reemployment lists established in accordance with the provisions of Education Code Sections 88191 and 88195 when those lists were established after the layoff was affected.

7.2.4 OFFER OF RE-EMPLOYMENT

7.2.4.1 When a vacancy occurs in a class for which a layoff re-employment list has been established, the senior member will be notified in writing at the last known address given the District by the employee and given an opportunity to accept the vacancy. The laid-off employee may decline the offer of employment and retain their position on the list. If they twice decline an appointment, their name will be removed from the list and they forfeit all return rights to which they would otherwise be entitled.

7.2.4.2 A member required to be laid off may be assigned to a position vacancy in another class for which they are qualified based on seniority compared to other members, if applicable. Salary schedule placement will be made on the basis of prior service. In the event of future layoffs within the new class of assignment, length of service for layoff purposes will be counted only from the time of assignment to the position ("First In, Last

Out”). Assignment to a position vacancy in another class in lieu of layoff under this Article does not affect the employee's layoff rights under other subsections.

7.2.5 RIGHTS UPON RE-EMPLOYMENT

7.2.5.1 A person re-employed from a layoff list will, upon reinstatement to their duties, be fully restored as a permanent employee and the break in service will be disregarded.

7.2.6 ACCEPTANCE OF SUBSTITUTE OR SHORT-TERM EMPLOYMENT

7.2.6.1 An employee who has been laid off for lack of work or lack of funds and who is on a layoff re-employment list may be employed as a substitute or short-term employee (as that latter term is defined in Education Code section 88003) in any class for which they are qualified and such employment shall in no manner jeopardize or otherwise affect their status or eligibility for re-employment. The District will attempt to provide substitute or short-term employment to those on a re-employment list in accordance with their relative seniority but are not bound by seniority.

7.2.7 DISPLACEMENT RIGHTS

7.2.7.1 A classified member who is laid off from a class and who has previous service in an equal or lower class shall have the right to displace an employee with less seniority in that class. Seniority shall include the total of the previous service in the equal or lower class plus service in the class from which layoff occurs and in higher classes.

7.2.7.2 A classified member who is displaced by an employee with greater seniority shall have displacement rights as though they had been laid off for lack of work or lack of funds.

7.2.8 Any reduction in regularly assigned hours shall be considered a layoff under the provisions of this Article.

7.2.9 EQUAL SENIORITY

7.2.9.1 If two (2) or more members subject to layoff have equal class seniority, the determination as to who shall be laid off will be made on the basis of the greater bargaining unit seniority or, if that be equal, the greater hire date seniority, and if that be equal, then the determination shall be made by random selection

7.2.10 The foregoing represents the agreement between the parties regarding the impact of layoffs and/or a reduction in hours. As such, the District will not be obligated to engage in any additional discussion/conference other than the potential impacts of such decisions.

ARTICLE 8: BUYOUT OR NON-RENEWAL OF EMPLOYMENT - EDUCATIONAL ADMINISTRATORS

8.1 ASSIGNMENT OF DUTIES

8.1.1 The duties performed by any Educational Administrator not renewed may be assigned to any other ALA member as appropriate.

8.2 NON-RENEWAL OF APPOINTMENT

8.2.1 The decision not to renew an appointment of an Educational Administrator may be with or without cause, for any reason not prohibited by law.

8.3 NON-RENEWAL OF CONTRACT

8.3.1 The District may choose not to renew the contract of an Educational Administrator without cause. If the member's contract is for one (1) year or less, the member is entitled to notice of non-renewal by March 15th of the year prior to expiration. If the contract is for more than one

year, the member is entitled to six months notice prior to the expiration of the contract. *Ed Code 72411(b)*.

8.4 CONTENTS OF *NOTICE OF NON-RENEWAL*

8.4.1 The Notice of Non-renewal shall state that the Educational Administrator's appointment is not being renewed and the expiration date of the appointment. The following language may be used:

“You are hereby notified that the Board of Trustees will not be renewing your appointment. Your last day of employment as an Educational Administrator is...”

8.5 APPEAL OF DECISION NOT TO RENEW APPOINTMENT

8.5.1 The decision by the Board of Trustees not to renew the appointment of an Educational Administrator cannot be appealed or aggrieved, except as allowed in the other sections of this agreement. Allegations that an Educational Administrator was denied or did not receive specific procedural rights required by the agreement may be aggrieved. The time to file such a procedural grievance shall commence on the day of mailing of the *Notice of Non-renewal*.

8.6 BUYOUT OF EMPLOYMENT

8.6.1 The Board of Trustees shall have the right to buy out an existing term of appointment without the consent of the Educational Administrator under the following provisions. Any member subject to such buyout shall retain their retreat rights established by Education Code sections 87355, 87454, 87458, and 87459.

8.7 TERMS OF BUYOUT

8.7.1 The amount of compensation shall be governed by Government Code sections 53260-53264. In the event that Government Code sections 53260-53264 are repealed, the parties shall negotiate a provision setting forth the amount of compensation an Educational Administrator may receive in the event of a mandatory buyout.

8.8 NOTICE OF DECISION TO BUYOUT

8.8.1 An Educational Administrator shall receive a minimum of two weeks written notification of a buyout or by March 15, of the final contract year. At the sole discretion of the Board of Trustees, the Educational Administrator may be placed on paid administrative leave, effective the date of notification or such other date as the Board may determine.

8.9 LIMITATION ON RIGHTS OF BUYOUT

8.9.1 The Board of Trustees may not buy out the appointment of an Educational Administrator without the consent of the member after March 15, of the last contract year.

8.10 BUYOUT AS RESIGNATION

8.10.1 A buyout shall be equivalent to a voluntary resignation from the member.

8.11 RETREAT RIGHTS

8.11.1 An Educational Administrator who loses their employment as a manager or supervisor shall have retreat rights in accordance with Education Code sections 87355, 87454, 87458, 87459 and AP 7250 as long as the following is true:

- the member has not previously achieved tenure in a faculty position in the District,
- the member possesses the minimum qualifications for employment as a faculty member; and
- the District has a vacancy for which the member meets minimum qualifications,
- the member has completed at least two years of satisfactory service based on performance evaluations, including any time previously served as a faculty member, in the District; and
- termination of the administrative assignment is for any reason other than dismissal for cause.

8.11.2 A member who achieved tenure in the District, when assigned from a faculty position to an educational administrative position, shall retain their status as a tenured faculty member.

ARTICLE 9: LENGTH OF INDIVIDUAL EMPLOYMENT APPOINTMENT - EDUCATION ADMINISTRATORS AND CLASSIFIED MANAGERS

9.1 INDIVIDUAL EMPLOYMENT APPOINTMENT

9.1.1 Educational Administrators shall be employed pursuant to an appointment by the Board of Trustees. The length of employment shall be specified in the Board action approving the appointment of each administrator.

9.1.2 Classified managers shall be employed pursuant to an appointment by the Board of Trustees.

9.2 LENGTH OF APPOINTMENT

9.2.1 Educational Administrator - The length of the first appointment of an Educational Administrator shall be one (1) year from the date of appointment. All subsequent appointments, without a break in service, may be made for up to a three (3) year period. The District may make one (1) year appointments where the performance of the educational administrator is such that the District is unwilling to make a three (3) year appointment. In such cases, the District shall provide the educational administrator with the reasons in writing and a remediation plan. The remediation plan shall be a plan developed in consultation with the affected member.

9.2.2 Classified Managers - The length of the first appointment of a Classified member shall be one (1) year from the date of appointment. After such time the employee becomes permanent pursuant to California Education Code 88013.

9.3 CONTRACT RENEWAL

9.3.1 The renewal of an appointment of an Educational Administrator shall be authorized by the Board of Trustees.

ARTICLE 10: GRIEVANCE PROCEDURE

10.1 GENERAL

- 10.1.1 A grievance is a claim by one or more members that there has been a misinterpretation, misapplication, or violation of a provision of this Agreement.

10.2 PURPOSE

- 10.2.1 The purpose of the grievance procedure is to attempt to secure an expeditious and equitable solution to a contract interpretation or application problem in a manner consistent with this Agreement.

10.3 PROCESS

- 10.3.1 The grievance must be initiated by the member represented by the ALA within fifteen (15) days of the occurrence of the act or omission giving rise to the grievance or the time when the member should have reasonably discovered the events on which the grievance is based.

- 10.3.2 Grievances must be filed with the office of the Vice President of Human Resources.

- 10.3.3 A day is defined as any day the administrative offices of the college are open.

- 10.3.4 Group Grievance - The ALA, either on its own behalf of the affected members, may initiate a grievance at either the Informal Level, Step 1, or Formal Level, Step 2, if it affects multiple members and shall be referred to a "Group Grievance".

10.3.5 STEP 1 - INFORMAL LEVEL

- 10.3.5.1 The collaborative process encourages members to resolve the grievance at the lowest level. The informal level is a meeting between the member and their manager to attempt to resolve the grievance. The member has the right to ALA representation if requested.

10.3.6 STEP 2 - FORMAL LEVEL

- 10.3.6.1 If there is no satisfactory resolution, the member, a representative of the ALA (if requested), and the next level manager will meet to attempt to solve the grievance, with the exception of a member whose next level manager is the Superintendent/President. In such cases, the member, a representative of ALA (if requested), and the Vice President of Human Resources, or designee, will meet to attempt to resolve the grievance, as per Step 3. If the grievance involves the Vice President of Human Resources, the president will select a designee.

10.3.7 STEP 3 - VICE PRESIDENT OF HUMAN RESOURCES

- 10.3.7.1 If there is no satisfactory resolution at the Formal Level, Step 2, the member, a representative of the ALA (if requested), the next level manager, and the Vice President of Human Resources, or designee, will meet to attempt to resolve the grievance. If the grievance involves the Vice President of Human Resources, the president will select a designee.

10.3.8 STEP 4 - SUPERINTENDENT/PRESIDENT REVIEW

- 10.3.8.1 If there is no satisfactory resolution at the Vice President of Human Resources Level, Step 3, the member or the ALA may request review by the President or designee. If Presidential review does not resolve the issue, then the member or ALA may proceed to

Step 5, – Mediation. If the member or ALA does not advance the grievance to Step 5, – Mediation, the decision of the President or designee shall be final.

10.3.9 STEP 5 - MEDIATION

10.3.9.1 The impartial mediator shall be selected jointly by the ALA and the District within ten (10) business days of receipt of the written request to the members address on record with the District.

10.3.9.2 The fees and expenses of the mediator shall be paid by the District.

10.3.9.3 If no agreement between the parties is reached in mediation, the decision of the Superintendent/President shall be final.

10.4 TIMELINESS AND PROCESS PROTOCOLS

10.4.1 There will be ten (10) business days each at Steps 1, 2, and 3, unless consensus is reached to extend the time limits. Requests for mediation must be made within ten (10) days of receipt of the Presidential review.

10.5 RELEASE TIME

10.5.1 A member and their designated ALA representative shall be given reasonable release time when it is necessary to conduct the functions during on-duty time for processing grievances. Consideration will be given to job coverage for such release time.

10.6 RIGHT TO REPRESENTATION

10.6.1 All members have the right to be represented at all stages of the grievance procedure by representatives of the ALA.

10.7 DOCUMENTS AND RECORDKEEPING

10.7.1 All documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and will not be kept in the personnel file of any of the participants. Support documents originally contained in personnel files will be returned to the files unless eliminated by the grievance procedure.

ARTICLE 11: DISCIPLINE AND DISCHARGE

11.1 BOARD POLICY AND ADMINISTRATIVE PROCEDURE

11.1.1 Relevant Board Policy and related Administrative Procedures are BP/AP 7365 Discipline – Classified Employees and AP 7250 Academic Employees: Educational Administrators. Relevant Ed Code 87732

11.2 CAUSES FOR DISCIPLINE

11.2.1 A regular member or academic member may be dismissed or penalized for one or more of the following causes:

11.2.1.1 Immoral or unprofessional conduct.

11.2.1.2 Dishonesty.

11.2.1.3 Unsatisfactory performance.

11.2.1.4 Evident unfitness for service.

- 11.2.1.5 Physical or mental condition that makes him or her unfit to instruct or associate with students.
- 11.2.1.6 Persistent violation of, or refusal to obey, the school laws of the state or reasonable regulations prescribed for the government of the community colleges by the Board of governors or by the governing board of the district
- 11.2.1.7 Conviction of a felony or of any crime involving moral turpitude.
- 11.2.1.8 Conduct specified in Section 1028 of the Government Code. (i.e., knowing membership in the Communist Party or of any organization which advocates the overthrow of the government of the United States by force or violence.)

11.3 BACKGROUND CHECKS

- 11.3.1 Background checks may be conducted as part of disciplinary or harassment investigations, (Civil Code Section 1786, et seq. Fair Credit Reporting Act)
- 11.3.2 Advance notice of a background check shall be provided to those under investigation following receipt of the complaint and prior to the background check. If the background check results in action that adversely affects the employee, the employee shall receive oral, written, or electronic notice of:
 - 11.3.2.1 the adverse action;
 - 11.3.2.2 the name, address, and telephone number of the third party agency that furnished the report;
 - 11.3.2.3 the employee's right to obtain a free copy of the report; and
 - 11.3.2.4 the employee's right to dispute the accuracy or completeness of any of the information in the report.

11.4 NOTICE AND APPEAL

11.4.1 ACADEMIC MEMBERS

- 11.4.1.1 The District shall not act upon any charges of unprofessional conduct or unsatisfactory performance unless the member against whom the charge is filed has been given written notice of the unprofessional conduct or unsatisfactory performance, specifying the nature of the conduct with specific instances of behavior and with particularity to permit the member an opportunity to correct his or her faults and overcome the grounds for the charge. The written notice shall include the most recent evaluation of the member.
- 11.4.1.2 If the Board decides it intends to dismiss or penalize an academic or regular member, a written statement, signed and verified, shall be delivered to the member setting forth the complete and precise decision of the Board and the reasons for the decision. The written statement shall be delivered by serving it personally on the member or by mailing it by United States registered mail to the member at his or her address last known to the district.
- 11.4.1.3 If the member objects to the decision on any ground, the member shall give written notice of the objection to the board and the Superintendent/President of their objection within 30 calendar days of the date of the service of the notice.
- 11.4.1.4 Within 30 days of receipt of the member's demand for a hearing, the member and the Vice President of Human Resources shall attempt to agree upon an arbitrator to hear the matter. When there is agreement as to the arbitrator, the Vice President of Human Resources shall enter into the records of the governing board written confirmation of the agreement signed

by the member and an authorized representative of the district. Upon entry of such confirmation, the arbitrator shall assume complete and sole jurisdiction over the matter. If within 30 days of the receipt of the member's demand for hearing, no written agreement has been reached between the member and the district regarding appointment of an arbitrator the District will certify the matter to the California State Office of Administrative Hearings and request the appointment of an administrative law judge. Upon appointment, the arbitrator or the Administrative Law Judge shall conduct the proceedings in accordance with the California Administrative Procedures Act, except that the right of discovery shall not be limited to those matters set forth in Section 11507.6 of the California Government Code but shall include the rights and duties of any party in a civil action brought in a superior court. In all cases, discovery shall be completed prior to one (1) week before the date set for hearing.

- 11.4.1.5 The arbitrator or Administrative Law Judge shall determine whether there is cause to dismiss or penalize the member. If the arbitrator finds cause, the arbitrator shall determine whether the member shall be dismissed, the precise penalty to be imposed, and whether the decision should be imposed immediately or be postponed.
- 11.4.1.6 No witness shall be permitted to testify at the hearing except upon oath or affirmation. No testimony shall be given or evidence introduced relating to matters that occurred more than four (4) years prior to the date of the filing of the notice. Evidence of records regularly kept by the district concerning the member may be introduced, but no decision relating to the dismissal or suspension of any member shall be made based on charges or evidence of any nature relating to matters occurring more than four years prior to the filing of the notice.
- 11.4.1.7 The decision of the arbitrator or Administrative Law Judge will be made in writing and provided to all parties.

11.4.2 CLASSIFIED MEMBERS

11.4.2.1 Notice of Discipline

- 11.4.2.1.1 The District shall not act upon any charges of unprofessional conduct or unsatisfactory performance unless at least 90 days prior to the date of the filing, the member against whom the charge is filed has been given written notice of the unprofessional conduct or unsatisfactory performance, specifying the nature of the conduct with specific instances of behavior and with particularity to permit the member an opportunity to correct his or her faults and overcome the grounds for the charge. The written notice shall include the most recent evaluation of the member.

11.4.2.2 Skelly Hearing

11.4.2.3 Final Determination (post Skelly)

11.4.2.4 Board Votes

11.4.2.5 Discipline takes effect

11.4.2.6 Appeal may be lodged

11.4.2.7 Discipline rescinded depending on appeal hearing

ARTICLE 12: PERSONNEL FILE

12.1 GENERAL PROVISION

12.1.1 There shall be one (1) official District personnel file for each member maintained in the District's Human Resources office. Files will be maintained in accordance with the California Education Code.

12.2 USAGE OF PERSONNEL FILE

12.2.1 Only materials in the official District personnel file shall be used in any proceeding affecting the status of the member's employment with the District.

12.3 ACCESS TO PERSONNEL FILE

12.3.1 A member may, by advance request, inspect their personnel file in the Human Resources office during normal business hours.

12.3.2 Personnel files will not be removed from the Human Resources Office.

12.3.3 Personnel files are confidential, and may be accessed by the member, and assuming a need to know, a supervisor, or the Department of Human Resources.

ARTICLE 13: PERFORMANCE EVALUATION AND PROGRESS REPORTS

13.1 PURPOSE

13.1.1 The purposes of the evaluation process are to assess the performance of managers in the carrying out of their assigned duties and responsibilities and to assist managers in their professional development. The evaluation is based on the manager's duties and responsibilities and the standards contained in the Management Evaluation Form, located on the Human Resources webpage. In the evaluation process, managers are expected to discuss desirable and undesirable performance whenever it is observed. Intermittent informal evaluations are encouraged to either recognize exemplary performance or to review areas in need of improvement.

13.1.2 The primary evaluator is the immediate supervisor of the management employee. The primary evaluator is responsible for ensuring that the evaluation occurs as scheduled. All evaluations shall be reviewed and may be commented upon by the supervisor.

13.2 EVALUATION SCHEDULE

13.2.1 Classified Managers - At least the fourth (4th) and eleventh (11th) month of service during the first year of service in their position for members serving a 12-month probation. At least the third (3rd) and sixth (6th) month of service for members serving a six-month probation. Evaluated on a biennial basis thereafter.

13.2.2 Educational Administrators - At least once a year in each of the first two years of service. The evaluations must be completed by February 1st of each year. Evaluation on a biennial basis thereafter.

13.2.3 Interim/Temporary Members - Those serving in an interim or temporary role will be evaluated annually or at the end of their assignment if the assignment was one year or less.

13.3 PROCESS

13.3.1 Forms used in the evaluation process are contained in Appendix C or as mutually agreed upon by the District and ALA as to content and form.

- 13.3.2 The evaluation shall include a client survey to be provided by and conducted by HR. The persons to be included in the survey shall be mutually agreed upon by the supervisor and the evaluated member. Certificated members shall include faculty members in the survey and classified members shall include the faculty when appropriate.
- 13.3.3 The Management Client Survey Form shall be as mutually agreed upon by the District and ALA as to form and content and shall be available from HR. The client survey shall be provided and conducted by HR before the Management Evaluation Form is completed and shall be reviewed by both the unit member and Evaluatee's supervisor. All client survey results shall be destroyed upon completion of the evaluation process.
- 13.3.4 After survey results are received and shared with the evaluated member, the member shall have a conference with their supervisor at which time their job performance is reviewed.
- 13.3.5 Prior to the conference, the evaluated member will complete the self-evaluation part of the Management Evaluation Form and submit it to their supervisor.
- 13.3.6 The supervisor will then complete and sign their section of the Management Evaluation Form.
- 13.3.7 The form, completed by both parties, will be discussed at the evaluation conference.
- 13.3.8 The evaluated member shall sign the evaluation form to indicate that the conference took place and that a copy was provided to the evaluated member. Signing the form does not mean agreement with the evaluation.
- 13.3.9 The member may provide a documented response to the evaluation form and such response shall be included with the evaluation in the member's personnel file. This document shall be provided to the supervisor and Human Resources in order to be attached to the evaluation. It is not expected for a Supervisor to respond to the documented response.
- 13.3.10 Evaluations with ratings less than acceptable (e.g., Needs Improvement, Unsatisfactory, etc.) shall contain specific examples to support the performance rating, and a plan for performance improvement jointly developed by the member and supervisor.
- 13.3.11 The evaluation and the self-evaluation will be reviewed and signed by the area vice president, executive vice president, or President, based on one-over-one reporting relationships prior to submission to Human Resources.
- 13.3.12 A copy of all completed Management Evaluation Forms shall be permanently retained in the members' personnel file.

ARTICLE 14: EARLY RETIREMENT INCENTIVE PROGRAM

14.1 ELIGIBILITY

- 14.1.1 A person must have rendered 15 years of service with the SBCCD and be at least age 55. Five years of that service requirement shall be immediately preceding retirement.
- 14.1.2 "Regular" service with the District is defined as service in paid status and shall exclude all hourly casual employment.

14.1.3 This program is separate from any Supplemental Early Retirement Plans that may be offered by the District.

14.2 MEDICAL

14.2.1 The District will contribute a specified premium amount for the retiree's District group medical and dental plan with a maximum benefit amount not to exceed the cost of individual coverage under the District's 80% Anthem PPO plan, basic Delta Dental, and vision plan provider, Medical Eye Services, Inc. (MES).

14.2.2 This sum shall be prorated for those normally assigned less than full-time at the time of retirement, in accordance with District policy.

14.2.3 District contributions shall continue until the retiree reaches age 65 or the date of the retiree's death, whichever is earlier.

14.2.4 Upon the death of a retiree participating in the early retirement program, a surviving spouse and/or eligible dependents enrolled in the District health insurance program at the time of the employee's death may remain in the District's medical and dental plans indefinitely, so long as they meet the eligibility rules and pay the premiums for such coverage. The District will provide the retiree's District contribution until the date the retiree would have reached age 65 or for 6 months from the date of death whichever is less.

14.3 EMPLOYMENT WITH THE DISTRICT

14.3.1 As part of the District's Early Retirement Incentive Program, the District may employ member retirees on a part-time basis in accordance with the provisions and limitations of Section 23919 of the Education Code and CALPERS/CALSTRS.

ARTICLE 15: DOMESTIC PARTNER COVERAGE PROCEDURES

15.1 ELIGIBILITY

15.1.1 The District will provide benefits for Domestic Partners of the same or opposite sex and dependent children and stepchildren of Domestic Partners as follows:

15.1.2 A domestic partnership shall be established when both persons file a Declaration of Domestic Partnership with the Secretary of State and, at the time of filing, all of the following requirements are met:

15.1.2.1 Neither person is married to someone else or is a member of another domestic partnership with someone else that has not been terminated, dissolved, or adjudged a nullity.

15.1.2.2 The two persons are not related by blood in a way that would prevent them from being married to each other in this state.

15.1.2.3 Both persons are at least 18 years of age, except as provided in California Family Code, Section 297.1.

15.1.2.4 Both persons are capable of consenting to the domestic partnership.

15.1.3 Children of a Domestic Partner are eligible for enrollment on the same basis, and subject to the same requirements as stepchildren of eligible members.

15.1.4 Documentation required to receive Domestic Partner Coverage: In order to receive benefits as a Domestic Partner, the employee and their Partner must:

15.1.4.1 Submit proof that you have registered with the California Secretary of State.

15.1.4.2 Complete and sign Domestic Partner medical and/or dental enrollment form(s).

15.2 DOCUMENTATION

15.2.1 Documentation Required for Change in Status of Domestic Partner Coverage.

15.2.2 The member must notify Human Resources in writing within thirty (30) calendar days of any change in the status of a Domestic Partnership. In the event the facts attested to in the Declaration of Domestic Partnership no longer hold true due to termination of the relationship, death of a Domestic Partner, marriage to the Domestic Partner or any other cause, the member must file a State of California Termination form with the Human Resources Office for adjustment in coverage, and mail a copy of that affidavit to the Domestic Partner. After a termination of an existing Domestic Partner's coverage, a subsequent Declaration of a new Domestic Partner cannot be filed until six (6) months after written notification of termination has been filed. Domestic Partners and their dependents are eligible for continuation of coverage under the federal COBRA law or state law regarding continuing coverage under California Labor Code Section 2800.2 and attendant California statutes.

15.3 ENROLLMENT DEADLINES

15.3.1 Members currently employed, who later establish a Domestic Partnership eligible for coverage, have thirty (30) calendar days after becoming eligible to apply for coverage or must wait until the next open enrollment period to apply. New members hired after the original effective date of these parameters, who have a Domestic Partner eligible for coverage, have thirty (30) calendar days after applying for coverage in which to submit required paperwork or must wait until the next open enrollment period to apply.

15.3.2 A member will not be required to wait until the next open enrollment period if the member can demonstrate that he or she is applying late because the Domestic Partner lost coverage previously applicable on a different benefit plan.

15.3.3 Premium Payment / Tax Consequences. The value of the Domestic Partner coverage is considered additional compensation to the member. Therefore the value of that additional coverage is subject to federal and state taxes as well as all other payroll deductions. CalSTRS / CalPERS will not be withheld from, or credited to, this additional amount. The member is responsible for covering the cost of the premium of the Domestic Partner and the Domestic Partner's child(ren) and/or stepchild(ren). If covering the Domestic Partner and the Domestic Partner's child(ren) and/or stepchild(ren) increases the premium, the difference will be paid from the member's wages as an after-tax payroll deduction. If the addition of the Domestic Partner and the Domestic Partner's child(ren) and/or stepchild(ren) does not increase the current premium, then the value of the health coverage for the Domestic Partner and the Domestic Partner's child(ren) and/or stepchild(ren) will be reported as taxable income to the member. If the difference between the increase in the three-tier rate structure is less than the value of the health coverage for the Domestic Partner, the increased amount will be an after-tax payroll deduction and the difference will be included in the member's includible income. The includible income will be reported on the member's W-2.

ARTICLE 16: RECLASSIFICATION REQUEST PROCESS AND PROCEDURE

16.1 DEFINITIONS

- 16.1.1 “Classification” means that each position in the classified management and Educational Administrator services shall have a designated title, a regular minimum number of assigned hours per day, days per week, and months per year, a specific statement of the duties required to be performed by the member in each such position, and the regular monthly salary ranges for each such position.
- 16.1.2 “Reclassification” means the upgrading of a position to a higher classification as a result of the gradual accretion of higher level duties and responsibilities over time, since the creation of, or last approved, reclassification of this position.

16.2 ELIGIBILITY CRITERIA

- 16.2.1 Reclassification results from a permanent change and / or accretion in duties. Cross-training, learning new duties, or assisting other employees on an occasional basis is encouraged but will not be considered a basis for reclassification.
- 16.2.2 Reclassification requests are initiated by the member.
- 16.2.3 Department and District reorganizations may create the need for a reclassification; however those will be conducted by the District outside of this process and under the reorganization process established by Human Resources and the District.
- 16.2.4 All permanent members, regardless of funding source of the position, are eligible to apply for a reclassification; temporary positions are ineligible.
- 16.2.5 Member pay, unrelated to accretion or changes to duties, are not eligible for the Reclassification Process.
- 16.2.6 The position will be reviewed, not the person serving in the position. Positions are classified or certificated, incumbents are not.
- 16.2.7 Reclassification is not based on the quality of performance and should not be viewed as a reward for superior services, a reward for longevity or the qualifications of the incumbent. A classification structure is not intended to serve as a reward, recognition or promotional system.
- 16.2.8 Assuming duties on one's own authority does not constitute a basis for reclassification.
- 16.2.9 Reclassification results from a permanent change and / or accretion in duties. Cross-training, learning new duties, or assisting other employees on an occasional basis is encouraged but will not be considered a basis for reclassification.
- 16.2.10 An increase in workload is not a basis for a reclassification.
- 16.2.11 Reclassification requests are accepted at any time during a given fiscal year.

16.3 EVALUATION CRITERIA

- 16.3.1 Reclassification requests are evaluated by three axes as defined by the Hay Method.
 - 16.3.1.1 Review criteria based on the three principles: Know-How, Accountability, Problem-Solving

- 16.3.2 Eligible reclassifications demonstrate accretion over time.
- 16.4 Reclassification Request Forms are located on the HR website and any changes to be made to the procedure or the form must be mutually agreed upon by both the District and the ALA.
- 16.5 RECLASSIFICATION REVIEW PROCESS
 - 16.5.1 The Vice President - Human Resources, or designee, shall facilitate the review process, serve as a resource to the panel, and serve as a panel member. The Reclassification Review Panel will be composed of three managers recommended by the ALA Executive Committee, the Director of HR, and one CSEA representative recommended by the CSEA Chapter Executive Committee.
 - 16.5.2 To avoid conflicts of interest, Panel members may not submit a request for reclassification consideration for their own position while serving as a Panel member. Management Panel members cannot vote in the review process for positions in their immediate area of supervision.
 - 16.5.3 The Panel shall review written reclassification requests, and may request other supporting documents, and may hear presentations from the employee, immediate manager, and/or reviewing manager.
 - 16.5.4 The Panel will utilize a process mutually agreed upon by ALA and the District, and which will include a review of the documents submitted, consideration of oral presentations and discussions, and analysis of information presented about additional responsibilities against the employee's existing classification description. Based on this information, the Panel may determine:
 - 16.5.4.1 modifications to the classification description as described by the employee and manager do not merit reclassification; or
 - 16.5.4.2 modifications to the classification description as described by the employee and manager do not merit reclassification, but instead require clarification or revision; or higher level responsibilities are of sufficient magnitude to warrant reclassification.
 - 16.5.4.3 These Panel recommendations will be reviewed by the Superintendent/President before being advanced to the Board consent agenda.
- 16.6 RECOMMENDATIONS FOR SALARY CHANGES AS A RESULT OF A CHANGE IN CLASSIFICATION
 - 16.6.1 Incumbents shall be placed on the new salary level consistent with standards and agreed upon between the VP, HR and the ALA Executive Committee.
 - 16.6.2 If the recommendation results in a lower salary level, the incumbent(s) will remain at the higher, existing salary level. The incumbent will not experience a salary reduction under any reclassification circumstances.
- 16.7 APPEAL PROCESS FOR DENIED RECLASSIFICATION REQUESTS
 - 16.7.1 The employee may appeal the Panel decision based on the following:
 - 16.7.1.1 The panel misinterpreted or failed to review submitted information.
 - 16.7.1.2 New information is available that was not available for the original submission.
 - 16.7.1.3 The panel's decision was arbitrary or discriminatory, or otherwise not based on submitted information.

16.7.2 The employee may request to meet with the Panel to present their justification face-to-face or submit the appeal in writing. The decision of the Panel is final.

16.8 An employee whose position has been reclassified is ineligible for subsequent reclassification in that position for a period of two years from the effective date of such reclassification. An employee whose application for reclassification is denied is ineligible for reconsideration on the basis of the same responsibilities listed in the initial request.


16.9 ACTION AND EFFECTIVE DATE

16.9.1 Reclassification decisions shall be completed and communicated to the employee within 90 days from the close of the reclassification window. Appeals will extend these timelines by an additional 60 days. Reclassification requests that result in changes to the classification description and/or job title, or that result in a salary change, shall be added to the Board of Trustees agenda within 120 days from the close of the reclassification window.

16.9.2 Reclassification requests that result in a salary change will become effective no later than the first day of the month following Board approval and authorization. Retroactive compensation shall be limited to no more than 120 days.


Date of Board Approval: DATE HERE

For Advancing Leadership Association:



Jason Walker
Chair, Advancing Leadership Association


Dec 1, 2021




Nicole Hubert
Advisor, Advancing Leadership Association

Dec 6, 2021

For District:



Michael Shanahan
Vice President, Human Resources



Lyndsay Maas
Vice President, Business Service

Dec 7, 2021

APPENDIX A: HEALTH AND WELFARE BENEFITS

- A.1 The District will provide for each full-time eligible member up to the following sum of money for payment of premiums for mandatory health and welfare benefits. This amount shall be prorated for eligible members who work less than full-time, but half-time or more. These District allocation sums are updated annually with an effective date of October 1st. Current rates are included in the Employee Benefits Guide, and posted annually to <https://www.sbcc.edu/hr/benefits/openenrollment.php>. Allocation breakdowns include coverage for Single, Two-Party and Family rates. Any excess cost will be the responsibility of the member.
- A.2 Members who decline District health coverage are eligible for a Medical Coverage Waiver monetary allocation, issued through monthly payroll to be paid out tenthly.
- A.3 Mandatory health and welfare benefits will include:
 - A.3.1 The District medical plan (except for verified comparable spousal/domestic partner coverage)
 - A.3.2 The District life insurance plan
 - A.3.3 The District income protection plan, which will be provided at a payment rate of two-thirds of a member's regular salary, up to a maximum of \$5,000 per month.
 - A.3.4 The District dental plan single coverage for members only. However, dental insurance is not required if the employee waives medical insurance (per Article 6 above).
- A.4 The District will contribute a premium amount for the member's group medical and dental plan with a maximum benefit amount not to exceed the cost of coverage under the District's 80% Anthem PPO plan, basic Delta Dental, and MES.
- A.5 If the total cost of the mandatory benefits is less than the District's contribution, the member relinquishes the unused amount (except for those members selecting the Medical Coverage Waiver).
- A.6 A flexible benefits plan (as defined in Internal Revenue Code Section 125) consisting of options for premium conversion, unreimbursed medical expenses, and dependent care will be available for members choosing to participate. Monthly service fees for each member's flexible benefit plan account will be paid by the participating member.
- A.7 The Benefits Committee is responsible for the selection of the different benefit programs. If the total cost of the mandatory benefits is more than the District's contribution limits set forth above, then the eligible member shall be individually responsible for the difference.
- A.8 Members who regularly work more than twenty (20) or more hours per week shall be eligible to participate in the District's tax sheltered annuity plan (403b) and (457). The District shall as permitted by law continue to permit members on medical plan waivers to purchase tax-sheltered plans.
- A.9 Benefits proposed by the District and agreed upon by the CSEA and/or FA will be made available to ALA membership, under the same negotiated terms, as a "Me Too" Clause in the form of an addendum.